

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

IN THE LAKE SUPERIOR COURT
CAUSE NO.: 45D11-0602-PL-00013

STATE OF INDIANA,)
)
 Plaintiff,)
)
)
 v.)
)
DAVID A. VISNACK, individually)
and doing business as)
SPARKY'S HEATING & COOLING)
)
)
 Defendant.)

Filed in Open Court

APR 18 2006

Thomas R. Phelps
CLERK LAKE SUPERIOR COURT

DEFAULT JUDGMENT

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment, and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendant.
2. The Lake County Sheriff duly served the Defendant with process more than twenty-three (23) days before Plaintiff filed its Motion for Default Judgment.
3. The Defendant has failed to appear, plead, or otherwise respond to the complaint.
4. The Defendant is not an infant, incompetent, or in military service.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Default Judgment is **GRANTED** in favor of Plaintiff, State of Indiana, and against Defendant, David Visnack, individually and doing business as Sparky's Heating & Cooling.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that:

1. Defendant is permanently enjoined, pursuant to Indiana Code § 24-5-0.5-4(c)(1),
from:

a. In the course of entering into home improvement transactions, failing to provide a completed home improvement contract, including each of the provisions required by Ind. Code § 24-5-11-10(a), to the consumer before it is signed by the consumer;

b. in the course of entering into home improvement transactions, failing to provide a fully executed copy of the home improvement contract, including the dates the supplier and each consumer executed the contract as required by Ind. Code § 24-5-11-12, to the consumer immediately after the consumer signs it;

c. representing expressly or by implication the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or reasonably should know it does not have;

d. representing expressly or by implication that the Defendant is able to start or complete a home improvement within a stated period of time, or when no time period is stated, within a reasonable time, when the Defendant knows or should reasonably know that he cannot;

e. soliciting to engage in a consumer transaction without a permit or other license required by law;

f. violating any provision of the Indiana Home Improvement Contracts Act, Ind. Code § 24-5-11-1 *et seq.*, or the Indiana Deceptive Practices Act, Ind. Code § 24-5-0.5-1 *et seq.*

2. Pursuant to Ind. Code § 24-5-0.5-4(c)(3), Defendant shall pay costs in the amount of Five Hundred Dollars (\$ 500.00) for the Attorney General's reasonable expenses incurred in the investigation and prosecution of this action.

3. Pursuant to Ind. Code § 24-5-0.5-4(g), Defendant shall pay civil penalties in the amount of Twenty-Five Thousand Dollars (\$ 25,000.00) for Defendant's knowing violations of Indiana's Deceptive Consumer Sales Act.

4. Pursuant to Ind. Code § 24-5-0.5-8, Defendant shall pay civil penalties in the amount of Twenty-Five Hundred Dollars (\$ 2,500.00) for Defendant's intentional violations of Indiana's Deceptive Consumer Sales Act.

For a total monetary judgment in the amount of Twenty-Eight Thousand Dollars (\$ 28,000.00).

ALL ORDERED, ADJUDGED AND DECREED on this ____ day of

APR 18 200606.


Judge, Lake Superior Court

DISTRIBUTION:

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